

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Myra S. Mitzman, Attorney at Law
 Firm Name: _____
 Address: 6114 LaSalle Avenue, #488

 City/State/Zip: Oakland, CA 94611
 Telephone: (510) 338-0220 Fax: (510) 338-0202
 Email: myra@mitzman.com

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

 Judicial Arbitration x Mediation x Neutral Evaluation Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>9/83 - 5/87</u>	<u>Fordham University School of Law</u>	<u>J.D.</u>
<u>1/79 - 1/83</u>	<u>Pace University (NYC)</u>	<u>B.B.A.</u>

4. LEGAL EXPERIENCE: State Bar No. 143077 Date Admitted: CA-1/90
NY - 11/87

A. Are you a member in good standing of the State Bar of California? x Yes No

B. Are you a retired judicial officer? Yes x No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? x Yes No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? Yes x No

Approximately what percentage of your practice involves litigation? _____%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____%; of defendants _____%?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials _____; Court Trials _____; Mediations 1 ; Arbitrations _____;

G. Describe any legal publications or teaching you have done: I am an associate editor
of the California Real Property Journal.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
NONE			

- A. Number of years experience as: mediator 0 ; arbitrator 0 ; neutral evaluator 0 ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: _____
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. _____;
 2. _____;
 3. _____;
 4. _____;
 5. _____;
- E. Is your ADR style best described as _____ facilitative or _____ evaluative/directive?
- F. Describe any ADR related publications or training you have done: _____
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).
- \$235/Hr. _____

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: _____
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: _____
- C. You are available to conduct ADR conferences: _____ in your office; x at counsel's office; _____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: x during regular office hours; x evenings by appointment; _____ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____
- Copies of pleadings and mediation or arbitration briefs _____

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

<u>Case Type Accepted</u>	<u>% of Practice</u>	<u>Judicial Arb.</u>	<u>Mediation</u>	<u>Neutral Eval.</u>	<u>Private Arb.</u>
Bankruptcy					
Business/Corp.	25%				
Civil Rights					
Collections					
Construction					
Contracts	25%				
Elder law/abuse					
Employment:					
- Discrimination					
- Harassment					
- Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership	10%				
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property	40%				
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					

MYRA S. MITZMAN
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April 9, 2003

Dear :

I am delighted to be assisting you with _____. This letter will confirm our fee agreement with respect to my representation of you in this matter and in any other matters that you may refer to me.

California law requires that attorneys have written agreements with most of their clients outlining the basis for fees and billing. This letter describes my billing procedures in accordance with state law and also documents the expectations that you have of me and that I have of you.

Hourly Rate for Professional Services. My billings will be based on how much time I spend on your matters. My regular hourly billing rate is \$235.00, and I charge for my time in units of one-tenth of an hour. I bill my clients on a monthly basis at the end of each month for services rendered during that month. Each bill will set forth a description of the legal services rendered, my legal fees and costs, disbursements, and expenses incurred during the relevant billing period. Invoices that remain unpaid for more than thirty (30) days will bear interest at the rate of ten percent (10%) per annum.

If your account becomes more than 60 days past due, at my option, I may choose not to perform any additional legal work until your account becomes current. Once services have been rendered and my representation has been concluded or terminated, a final bill will be sent to you.

Scope of Engagement and Duties. I understand that I am being engaged to review the status and documentation pertaining to the Company, and possibly update your corporate records and, if advisable, reincorporate the Company in California. I will provide those legal services reasonably required to represent you in those matters. You agree to be cooperative and truthful with me, since I will be relying on the information provided by you in formulating legal strategy and rendering legal advice. You understand that I make no promises, warranties or guaranties as to the outcome of this or any other matter. Any comments that I may make about the probability of success in any matters for which I have been engaged to represent you are expressions of opinion only. You are informed that I am not qualified to provide advice or services with respect to tax law, securities law, bankruptcy law, family law, insurance coverage, trusts and estates law, or the fair market value of, or your equity in, any real property. With respect to such matters, you should seek the services of the appropriate specialists. You are also informed that my practice does not include litigation, so should you wish to sue any party(ies), I will not be qualified to represent you in such matters.

Client's Responsibilities. You agree to cooperate fully with me in all matters relating to your matters, to fully and accurately disclose to me all facts that may be relevant to those matters or that I may reasonably request, and to keep me informed of any developments related to your matters. You will make yourself reasonably available to attend meetings, conferences and other proceedings, if applicable. Your responsibilities will also include approving negotiation, and, if applicable, determining acceptable terms of any compromise, settlement or agreement.

Disbursements. In the course of my representation, it may be necessary for me to incur expenses for various items such as long distance telephone charges, delivery services, photocopying, filing fees, and similar costs. I do not charge my clients for most routine costs, such as postage, facsimile and ordinary photocopy charges. However, if any of these charges exceeds a reasonable base amount, I will bill these charges to you at my cost. (I am enclosing a schedule of my costs for your information.) All disbursements will be itemized separately on my statements. If costs incurred for any outside service exceed \$50.00, I may request advance payment of that cost or forward the vendor's statement directly to you for payment.

Termination of Representation. I do not foresee any circumstances that would lead to termination of this relationship other than completion of all of the anticipated tasks on your behalf. However, California law allows the client the right to terminate the representation by an attorney or law firm at any time. Subject to giving reasonable notice to arrange alternative counsel, I retain the same right to terminate my representation with your consent or for good cause. Good cause includes your breach of this agreement; your refusal to cooperate with me or to follow my advice on any material matter, or any fact or circumstance that would render my continuing representation unlawful or unethical. I also expect you to be truthful with me and to keep me informed of developments with respect to your matters and of your addresses and telephone numbers.

Malpractice Insurance; Arbitration. California law also requires me to inform you that I maintain errors and omissions insurance coverage with policy limits of not less than \$1,000,000.00 per occurrence up to a maximum of not less than \$1,000,000.00 per policy term. In addition, my errors and omissions carrier requires me to offer you the opportunity to agree to submit any disputes that might arise between us to binding arbitration. Accordingly, I am enclosing a form of arbitration agreement for your review. If you wish to agree to submit any such disputes to binding arbitration, you should sign and return the arbitration agreement along with the enclosed copy of this letter. However, you are under no obligation to agree to binding arbitration and your decision not to do so will in no way affect my representation of you.

I trust that the foregoing explains my fees and billing procedures. If these terms are satisfactory, please sign and date this letter and return it to me by facsimile at 510/338-0202. If you have any questions concerning my billing procedures, please let me know.

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I look forward to working with you. I will keep you informed of the status of your matters and respond to your inquiries as quickly as possible. If you ever have any questions about any aspect of my representation, please do not hesitate to call me.

Very truly yours,

Myra S. Mitzman

Client Name

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SCHEDULE OF COSTS

Photocopying	\$.05/page
Facsimile	Long Distance Phone charges apply
UPS Next Day Air	\$ 15.00 per package within the continental U.S.
Legal Assistant (if applicable)	\$ 75.00 per hour
Contract attorney (if applicable)	\$190.00 per hour

Other costs, if any, will be charged at my actual cost.